

# WAUKESHA COUNTY, WISCONSIN



## *PROVISION & INSTALLATION OF SECURITY GATES*

FORMAL BID NO. #0519

Dated: 12/2/04

KEY DATES	
Initial Questions Due	COB on Friday, 12/10/04
Pre-Bid Conference/Job Site Tour	Monday, 12/13/04 @ 10:00 a.m.
Final Questions and Product Substitution Requests Due	COB on Wednesday, 12/15/04
Amendment 1 Posted	By COB on 12/16/04
Amendment 2 Posted w/Acceptable or Rejected Product Substitutions	COB on 12/22/04
BID RESPONSES DUE	10:30 A.M. ON 1/11/05

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## **GENERAL INFORMATION**

The Waukesha County Crites Field Airport has received funds to procure a new security gate system.

Included in this document are the contractual terms and conditions the general terms and conditions related to this procurement (pages 3 thru 10), and the L/X Series attachments and the 8 drawings noted below. This document and the attachments will constitute the entire bid packet and is also referred to herein as the "Contract Documents".

**PRIOR TO SUBMITTING YOUR BID DOCUMENT**, Initial each section below to verify that specifications are met. All exceptions or equivalencies must be fully explained or documented in the comments area provided.

### **ATTACHMENTS:**

L-100 – AIRPORT LIGHTING GENERAL PROVISIONS

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

L-108 – INSTALLATION OF UNDERGROUND CABLE AND CONDUCTORS FOR AIRPORTS

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

L-110 – INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9000 – HANDHOLES

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9001 – LIGHT FIXTURES

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9002 – GATE OPERATORS

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9003 – PRODUCT OPTIONS AND SUBSTITUTIONS\*\*\*

**\*\*\*ANY REQUESTS FOR SUBSTITUTIONS ARE TO BE SUBMITTED TO MEAD & HUNT, ATTN: SCOTT HAGER, FAX #608-273-6391 NO LATER THAN THE CLOSE OF BUSINESS ON 12/15/04 – REQUESTS AFTER THAT TIME/DATE WILL BE REJECTED**

X9004 – "AS BUILD" DRAWINGS

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9005 – FIBER OPTIC CABLE SYSTEM

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9006 – KNOX-BOX

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9007 – ACCESS CONTROL SYSTEM

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9008 – TELEPHONE ENTRY SYSTEM

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

X9009 – WIRELESS SYSTEM

\_\_\_\_\_ **MEETS OR EXCEEDS**                      \_\_\_\_\_ **DOES NOT MEET**

PRICING DOCUMENT

### **DRAWINGS:**

There are a total of 8 drawings numbered sequentially beginning with Drawing 1 of 8 and ending with Drawing 8 of 8 and encompass the following:

- 1 of 8 Title Sheet
- 2 of 8 Construction Operations Plan
- 3 of 8 Construction Operations Plan – Electrical
- 4 of 8 Electrical Details, Symbol and Fixture Schedule
- 5 of 8 Site Security Plan\*
- 6 of 8 Site Security Plan\*
- 7 of 8 Site Security Plan\*
- \*Each represent different gates
- 8 of 8 Security Riser Diagram

### **REVIEW OF DOCUMENTS**

**NOTE:** BIDDERS ARE REMINDED TO CAREFULLY EXAMINE THIS BID PACKET AND SPECIFICATIONS UPON RECEIPT. IF NECESSARY, BIDDERS SHOULD MAKE A WRITTEN REQUEST TO THE PURCHASING AGENT WHOSE NAME APPEARS ON PAGE 1 OF THE BID, FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY, INCONSISTENCY OR ERROR DISCOVERED.

ADDITIONALLY, IF IN YOUR OPINION, ANY OF THE TERMS AND CONDITIONS OF THIS SPECIFICATION OR BID PREVENT YOU FROM BIDDING, CONSIDERATION WILL BE GIVEN TO A BIDDER'S REQUEST FOR CHANGE.

ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC. **MUST** BE SUBMITTED TO WAUKESHA COUNTY PURCHASING DIVISION **IN WRITING** AT LEAST **THREE WORKING DAYS** PRIOR TO OR THE DAY OF THE PRE-BID CONFERENCE NOTED ON PAGE 1. REQUESTS RECEIVED AFTER THAT TIME **WILL NOT** BE CONSIDERED.

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA A BID AMENDMENT TO ALL PROSPECTIVE BIDDERS AND IF NECESSARY, AN EXTENSION WILL BE MADE TO THE BID OPENING DATE. **AMENDMENTS WILL BE POSTED TO THE WAUKESHA COUNTY PURCHASING WEBSITE ([www.waukeshacounty.gov](http://www.waukeshacounty.gov) - Vendor Services).** BIDDERS ARE RESPONSIBLE FOR CHECKING THIS WEBSITE FOR ANY FUTURE AMENDMENTS, ETC., PRIOR TO THE OPENING DATE. ALL AMENDMENTS MUST BE RETURNED PRIOR TO THE OPENING DATE AS SPECIFIED IN THE AMENDMENT. BIDDERS WHO DO NOT RETURN THE AMENDMENTS MAY HAVE THEIR BIDS REJECTED. IF YOU ARE UNABLE TO ACCESS THE INTERNET, CONTACT THE BUYER LISTED FOR A HARD COPY.

BIDDERS ARE CAUTIONED NOT TO CHANGE ANY OF THE TERMS OR CONDITIONS WITHOUT THE WRITTEN APPROVAL OF THE PURCHASING DIVISION. ANY UNAUTHORIZED CHANGES WILL CONSTITUTE A COUNTER OFFER AND WILL SUBJECT THE BID TO REJECTION.

**WAUKESHA COUNTY**  
**CONTRACTUAL TERMS AND CONDITIONS**

1. **APPLICABLE LAW** - Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and Waukesha County and successful respondent shall submit to the jurisdiction of the Circuit Court for such lawsuits.
2. **NONDISCRIMINATION** - In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.
3. **ASSIGNMENT OR SUBCONTRACT** - This contract may not be assigned or subcontracted by the successful respondent without the written consent of the Purchasing Division.
4. **INDEPENDENT CONTRACTOR STATUS** - The Contractor agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.
5. **AMENDMENTS TO CONTRACT** - This contract may be modified only by written amendment to the contract, signed by both parties.
6. **WAIVER** - One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.
7. **AUDITOR ACCESS** - In the event that WAUKESHA COUNTY deems it necessary to conduct an audit or inspection, Contractor shall, during normal business hours, furnish or make available at a time designated by WAUKESHA COUNTY and in the form required by WAUKESHA COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in Contractor's custody or control.

Contractor shall provide WAUKESHA COUNTY inspectors or auditors access to all property, equipment and facilities in Contractor's custody or control. Contractor shall be expected to provide, at Contractor's expense, reasonable time by Contractor's personnel as may be required for WAUKESHA COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

8. **INDEMNIFICATION AND DEFENSE OF SUITS** - The successful respondent agrees to indemnify, hold harmless, and defend Waukesha County, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful respondent, its employees, agents or subcontractors.
9. **FORCE MAJEURE**. If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice, terminate this Contract.

12. **TERMINATION OF CONTRACT FOR CAUSE** - If through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, Waukesha County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of Waukesha County, become the property of Waukesha County.

Notwithstanding the above, the Contractor shall not be relieved of liability to Waukesha County for damages sustained by Waukesha County by virtue of any breach of the contract by the Contractor, and Waukesha County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to Waukesha County from the Contractor is determined.

13. **CONTRACT** - The successful respondent will be required to enter into a formal contract with the County. Any agreement or contract resulting from the acceptance of the proposal shall be on forms supplied by the County.

## **WAUKESHA COUNTY** **GENERAL TERMS AND CONDITIONS**

**Award Authority:** The Waukesha County Purchasing Department, in conjunction with the user department, will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder. Award will be made to the lowest responsible, responsive bidder who complies with the specifications. Waukesha County reserves the right to award on either the base or alternate bid, whichever is in the best interest of the County.

**General:** It is the intent of this specification and related attachments to describe the minimum requirements for the provision and installation of security gates at Waukesha County Crites Field Airport. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide and install the gates shall be furnished at the bid price and shall conform in strength, quality and workmanship to that usually provided by the practice indicated in this specification.

**Bid Modifications:** The Purchasing Department has the sole authority for the modification of this specification and/or bid. Modifications will be made in writing in the form of an addendum. **Any information given verbally by any other County Personnel will not be taken into consideration when evaluating bid responses.**

**Proven Experience:** Each bidder must complete Exhibit A and include it with their bid that will certify that they are experienced with or meet the requirements of the specifications. This will include the names of companies for which similar work was performed along with the name of a person to contact, their phone number and e-mail address. At a minimum, vendor must have been performing this service for at least three (3) years.

**Insurance Requirements:** Prior to commencement of services, an insurance certificate, which meets the County's requirements, as listed below, shall be provided to the Purchasing Division. Failure to do so can make the contract voidable at the County's discretion. Said insurance certification must be approved by the Waukesha County Risk Manager prior to the commencement of any work and upon request, certified copies of the required insurance policies.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Such insurance shall be primary. Waukesha County will be named as additional insured with respects to General Liability. Should any insurance policy be canceled before the expiration date of the contract or have material reduction of coverage, scopes or limits during the term of this agreement, the issuing company must provide 30 days written notice to Waukesha County Risk Management.

- A. Worker's Compensation and Employers Liability Insurance - Statutory worker's compensation benefits and employer's liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- B. Commercial General Liability: Policy shall be written to provide coverage for, but not limited to, the following: (1) Premises and Operations, (2) Products and completed operations, (3) personal injury, (4) Blanket contractual coverage, (5) Broad form property damage and (6) Independent contractor's coverage.

Limits of liability not less than: \$1,000,000 General aggregate; \$1,000,000 Products/Completed operations aggregate; \$1,000,000 Personal Injury; \$1,000,000 Each Occurrence. The county, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- C. Automobile Liability Insurance: Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.
- D. Umbrella Liability Insurance: Coverage to be in excess of employer's liability, general liability and automobile liability insurance required above. Limits of liability not less than \$3,000,000 per occurrence and aggregate.

Note: The successful vendor will be required to submit a copy of their insurance certificate to the Purchasing Department prior to the commencement of any activity.

**Federal and State Safety Regulations:** Contractor shall comply with all federal and state safety regulation including but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations.

**State Sales Tax/Federal Excise Tax:** Bids should not include Federal Excise and Wisconsin Sales Taxes as the County is exempt from payment of such taxes. CES #ES 42245.

**Cancellation:** Waukesha County reserves the right to cancel this contract for services on five (5) days written notice at no cost to the County if the contractor deviates from the requirements of this specification.

**SUBCONTRACTORS:** All subcontractors and the duties they will be performing must be identified in your response (Reference Exhibit B). If Sub-Contractors are used, Waukesha County will consider the proposing vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such sub-Contractor arrangements. The Prime Contractor will be fully responsible for the acts, errors, and omissions of the Sub-Contractor.

#### **Pre-Bid Site Visit**

Waukesha County has scheduled an on-site Pre-bid walk-through, to familiarize prospective bidders with the construction area. The Pre-bid walk-through is scheduled for 10:00 a.m. on Monday, December 13<sup>th</sup>, 2004. Prospective bidders shall meet in the Airport Terminal, 2525 Aviation Drive, Waukesha, WI 53188. PLEASE READ THE DOCUMENTS IN THEIR ENTIRETY PRIOR TO THIS MEETING. Attendance at the Pre-bid walkthrough is not mandatory, but is encouraged. Submission of a bid for the project shall be considered evidence that the bidder has become familiar with the scope of the project, and can provide the services as sought. Failure to attend the pre-bid walk-through shall not relieve the contractor of any additional expenses required to complete the services defined herein. All work shall be complete notwithstanding any omission or errors in the specification.

**Software Support:** Vendors must include the cost for a one-year software support agreement. The software support shall include 5 x 8 coverage with no more than next day response and include remote diagnostics, a hot line number accessible and should be inclusive of all upgrades aimed at achieving efficient operation of the system and provide safe and adequate services at all times. **Support will not commence until system acceptance and warranty expiration.**

Support shall be available on an annual and renewable basis. Support costs may not increase by more than 5% over the previous year's cost.

**NOTE: Respondents must include a copy of their maintenance/support and licensing agreements (if applicable) for software with their response.**

**Price:** Bidders are to bid a unit cost inclusive of all equipment, labor, travel and materials to provide and install the new system. Note: The unit cost will be used for purposes of adds/deducts to total cost should it be necessary. Additionally, vendors are required to quote the cost of a one-year software support agreement to commence after warranty expiration.

**Payment Terms:** Payment will be made within thirty days after a properly documented receipt and approval of deliverables as follows:

10% upon contract execution  
25% upon delivery of products  
25% upon completion of installation  
25% upon completion of acceptance testing (Reference L-100, Section 100-2.12) and receipt of the following documents:

Approved Operation and Maintenance Manuals (3 hard copies and 1 electronic copy) – Reference L-100 Section 100-2.1, As Built Drawings (1 hard copy and 1 copy in AutoCAD 2004) – Reference X9004, System Documentation (Reference X9007 Section 4.5 and 4.6) and completion of training (Reference X9007 Section 4.6).

**Instructions:** Supply all information requested. Initial each section verifying compliance. All exceptions or equivalencies must be fully explained or documented.

**A. GENERAL:**

1. Since the area of installation is secure, bidders must attend the pre-bid meeting noted herein to verify existing conditions. **AS TIME IS OF THE ESSENCE, NO OTHER DATES WILL BE AVAILABLE FOR ACCESS TO THIS SITE.**

\_\_\_\_\_ Understood

2. Any questions or concerns with the existing facility or installation of the security gates that are not covered in this specification are to be submitted in accordance with the directions on page 1 of this document.

\_\_\_\_\_ Understood

3. Contractor shall complete background checks at Contractor's expense on all personnel prior to starting any activity for the County. Contractor shall confirm in writing to Waukesha County that they have successfully conducted the background checks prior to the commencement of work and that Contractor will not use any personnel for whom background checks have revealed factors that make them unsuitable for the activity to be undertaken for the County. This includes replacement personnel. Resources to be checked should include but are not limited to criminal records, DOT records, etc. In order to do so, Contractor must be prepared to obtain certain information for each of the Contractor's employees who will be performing work for Waukesha County. At a minimum, the information shall include full name (including middle initial), date of birth and social security information. Additional information that is helpful in completing background checks includes maiden name, sex, race, driver's license number and issuing state. All costs associated with the background checks are to be borne by the Contractor.

\_\_\_\_\_ Understood



4. All designs, permit, engineering and testing of the installation shall be to all local, state and federal codes and shall be the Contractor's responsibility and at the Contractor's expense.

\_\_\_\_\_ Understood

5. All work shall be done in accordance with current applicable Federal, State of Wisconsin and FAA Safety Regulations.

\_\_\_\_\_ Understood

6. The contractor shall be responsible for any and all damages that occur as the result of his work or acts of his employees. The contractor is also responsible for any injuries that occur to their own employees or anyone else who may be injured as a result of this work.

\_\_\_\_\_ Understood

7. During the installation, equipment and materials shall not be left exposed in a manner that would present a safety hazard.

\_\_\_\_\_ Understood

8. The contractor shall keep areas clear of dirt, rubbish, and remove all cartons and debris incidental to the installation work upon completion.

\_\_\_\_\_ Understood

9. Upon completion of the project, contractor will provide the Waukesha County Airport Manager with 2 (two) D size hard copy sets of updated "as-built" construction drawings inclusive of all changes and an electronic copy on disk or CD in AUTO-CAD Release 2000 format. All drawings/specifications will be the property of Waukesha County.

\_\_\_\_\_ Understood

#### **SUBMISSION OF BID:**

Bids must be received in their entirety **in a sealed envelope** no later than 10:30 a.m. on ??? at the Waukesha County Purchasing Division, 1320 Pewaukee Road, Room 370, Waukesha, WI 53188. BIDS SHOULD BE IDENTIFIED AS FOLLOWS:

**Bid No. 0519 Airport Security Gates      Opening Date: 1/11/05**

#### **BIDS RECEIVED AFTER THE OPENING DATE AND TIME WILL BE REJECTED.**

Bids must be submitted on the forms provided and MANUALLY SIGNED to be considered. FAX BIDS WILL NOT BE ACCEPTED.

**EXHIBIT A  
PROVEN EXPERIENCE**

Name of Firm: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

Number of Years performing similar services: \_\_\_\_\_

Number of Staff Available for Emergency response: \_\_\_\_\_

List the name of company, contact name and phone number for a minimum of three (3) references:

**Reference 1:**

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Reference 2:**

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Reference 3:**

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT B**  
**SUBCONTRACTOR INFORMATION**

Identify below any subcontractors that would be used in the performance of this contract:

Company Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

List the task(s) the subcontractor would be responsible for:

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Company Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

List the task(s) the subcontractor would be responsible for:

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Company Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

List the task(s) the subcontractor would be responsible for:

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**COST DOCUMENT/SIGNATURE PAGE  
TO THE WAUKESHA COUNTY PURCHASING DIVISION**

**FORMAL BID NO. 0519  
AIRPORT SECURITY GATES**

The submission of a bid shall be considered as a representation that the respondent has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the respondent will be considered as the respondent's offer to enter into a contract in accordance with the provisions herein set forth.

If your bid is accepted and a contract issued, then this Bid and all documents attached hereto including any amendments, the Contractor's technical and price bids and any other written offers/clarifications made by the Contractor and accepted by the County, will be incorporated into the entire contract between the County and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this bid shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the Department of Administration, execution of this document by the proper County officials, and delivery of the fully executed contract to the Contractor. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful vendor. The contract may be amended only by written agreement by the Contractor and Waukesha County.

**ATTACH YOUR COST DOCUMENT TO THIS FORM AND RETURN THE ORIGINAL AS NOTED IN THE SPECIFICATIONS.**

**CONTRACTOR (To be signed by the person authorized to legally bind your firm to this contract)**

All bid conditions and prices submitted shall remain firm for 90 calendar days following opening.

Respondent's Firm \_\_\_\_\_ Telephone No. (    ) \_\_\_\_\_

Address \_\_\_\_\_ Fax No. (    ) \_\_\_\_\_

City & State: \_\_\_\_\_ Email \_\_\_\_\_

BY: \_\_\_\_\_ NAME: \_\_\_\_\_  
**(Manual Signature Required)** **(Typed or Printed)**

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Witness: Witness to respondent's Authorized Signature

\_\_\_\_\_  
**(Manual Signature Required)**

DATE: \_\_\_\_\_

\_\_\_\_\_  
**(Name of Witness Typed or Printed)**